

NOTICE TO INTERESTED PARTIES

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document **provided** you register your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer will be automatically rejected and not considered for award.

Registration or Request for Copy of Solicitation

Submit FAX or E-MAIL to: FAX No.: (808) 587-1244
E-mail Address: michael.b.clack@hawaii.gov
or
marc.s.yamamoto@hawaii.gov

Provide the following information:

- Name of Company - Mailing Address - Name of Contact Person
- Telephone Number - Facsimile Number - E-Mail Address
- Solicitation Number - Fedex (or equivalent) account number (document will be sent
by U.S. Postal Service first class mail if this is not provided)

NOTICE OF SMALL BUSINESS SET-ASIDE

Pursuant to Hawaii Revised Statutes, Section 103D-906, and Hawaii Administrative Rules, Chapter 3-124-73.1 a determination by the Head of Purchasing Agency that this procurement is suitable for performance by businesses meeting the applicable small business size standard as defined by the "Small Business Size Standard by North American Industry Classification System (NAICS).

NAICS code(s) determined appropriate for this solicitation is **311812** for **Commercial Bakeries** whose average annual employee size is **500 employees or less**.

Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be rejected.

Any award resulting from this solicitation will be made only to a small business concern.

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STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
HONOLULU, HAWAII

Procurement Notice Date: **April 14, 2010**

INVITATION FOR BIDS
No. PSD 10-CPSFS-29

SEALED OFFERS
FOR
FURNISHING AND DELIVERING
BREAD AND OTHER BAKERY PRODUCTS
TO CORRECTIONAL FACILITIES ON THE ISLANDS
OF HAWAII AND KAUAI

WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON

APRIL 26, 2010

OR AS REVISED THROUGH ADDENDUMS/AMENDMENTS, IF APPLICABLE AT 919 ALA MOANA BOULEVARD, ROOM 413, HONOLULU, HAWAII 96814.

DIRECT QUESTIONS RELATING TO THIS SOLICITATION, IN WRITING TO MARC YAMAMOTO, AT FACSIMILE (808) 587-1244 OR E-MAIL AT marc.s.yamamoto@hawaii.gov.

Clayton A. Frank
Director

Name of Company

IFB No.: PSD 10-CPSFS-29

FURNISHING AND DELIVERING
BREAD AND OTHER BAKER PRODUCTS TO
CORRECTIONAL FACILITIES ON THE ISLANDS OF
HAWAII AND KAUAI
IFB-No. PSD 10-CPSFS-29

Director
Department of Public Safety
State of Hawaii
919 Ala Moana Boulevard
Honolulu, Hawaii 96814

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and included by reference the AG General Conditions, Form AG-008, as revised; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____
*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Payment address

(other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

_____	(x) _____
Date	Authorized (Original) Signature
_____	_____
Telephone No.	Name and Title (Please Type or Print)
_____	_____
Fax No.	** Exact Legal Name of Company (Offeror)

E-mail Address	

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

LOCATION OF WAREHOUSE ON THE ISLAND OF HAWAII

Address: _____

Contact Person: _____

Telephone No.: _____ Facsimile No: _____

E-mail Address: _____

* Refer to SPECIAL PROVISIONS, Page SP-2, OFFEROR QUALIFICATIONS

BAKING CODE NUMBERS AND PRODUCTION DATE INFORMATION:

LOCATION OF WAREHOUSE ON THE ISLAND OF KAUAI

Address: _____

Contact Person: _____

Telephone No.: _____ Facsimile No: _____

E-mail Address: _____

* Refer to SPECIAL PROVISIONS, Page SP-2, OFFEROR QUALIFICATIONS

BAKING CODE NUMBERS AND PRODUCTION DATE INFORMATION:

The following bid is hereby submitted for the following products:

BREAD AND OTHER BAKERY PRODUCTS (ORIGINAL 12-MONTH CONTRACT PERIOD):

GROUP A. HAWAII COMMUNITY CORRECTIONAL CENTER

Item No.	Description	Product or Order No.	Estimated Annual Quantity	Unit	Unit Bid Price	Estimated Total Bid Price
1	Bread, whole wheat, enriched, pan style, pullman, 1-1/2 lb. Loaf, 22 slices including ends		14,412	Loaf	\$	\$
2	Buns, hamburger, white, enriched, sliced, minimum diameter 4", minimum weight 22 oz. per dozen, 12 per package.		1,008	Package	\$	\$
3	Dinner Rolls, baked, minimum 12 oz per dozen, 12 per pkg		2,136	Package	\$	\$
5	Bread, French, enriched hearth style, 1 lb. Loaf		1,536	Loaf	\$	\$
5	Assorted Danish, 8 per package		2,448	Package	\$	
	Estimated Total Sum Bid Price					\$

GROUP B. KAUAI COMMUNITY CORRECTIONAL CENTER

Item No.	Description	Product or Order No.	Estimated Annual Quantity	Unit	Unit Bid Price	Estimated Total Bid Price
1	Bread, whole wheat, enriched, pan style, pullman, 1-1/2 lb. Loaf, 22 slices including ends		10,400	Loaf	\$	\$
	Estimated Total Sum Bid Price					\$

SPECIAL PROVISIONS

TERMS AND ACRONYMS USED HEREIN

ASO-PC	=	Department of Public Safety, Administrative Services Office— Purchasing and Contracts, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814
Bidder or Offeror	=	Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated.
HRS	=	Hawaii Revised Statutes
HAR	=	Hawaii Administrative Rules
GC	=	General Conditions Form AG-008 Rev. 4/15/2009, by the Department of the Attorney General.
IFB	=	Invitation for Bids
GET	=	General Excise Tax
HST	=	Hawaii Standard Time
HCCC	=	Hawaii Community Correctional Center
KCCC	=	Kauai Community Correctional Center

SCOPE

The furnishing and delivering of Bread and Other Bakery Products as ordered by the various Correctional Facilities on the islands of Hawaii and Kauai, shall be in accordance with these Special Provisions, the attached Specifications, and included by reference, and the AG General Conditions, Form AG-008, as revised.

STATE'S COMMITMENT

In return for prices submitted, the following correctional facilities will purchase their requirements of the products listed herein from the lowest responsible and responsive Offeror(s). Street Addresses with the Food Service Manager for each facility are as follows:

HAWAII COMMUNITY CORRECTIONAL CENTER (HCCC)
Hale Nani
3200 Kanoelehua Avenue
Hilo, Hawaii 96720
Attn: Ms. Mary N. Granger, Institutional Food Service Manager
Phone number: (808) 981-5013 / 981-7283

KAUAI COMMUNITY CORRECTIONAL CENTER (KCCC)
5350 Kuhio Highway
Lihue, Hawaii 96766
Attn: Mr. Ron Atendido, Institutional Food Service Manager
Phone number: (808) 241-3054

TERM OF CONTRACT

The term of contract shall be for the twelve (12) month period commencing on May 1, 2010 and ending on April 30, 2011.

Unless terminated, the contract may be extended without re-bidding, upon mutual agreement in writing between the State and the Contractor, prior to the expiration date, for not more than two (2) twelve month periods or portions thereof.

The Contractor or the State may terminate any extended contract period at any time upon sixty (60) days prior written notice.

CONTRACTOR'S CERTIFICATIONS OR REPRESENTATIONS

OFFEROR'S AUTHORITY TO BID The State will not participate in determinations regarding an Offeror's authority to sell a product. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product, the Offeror shall resolve that question prior to submitting a bid. If an Offeror offers a product that meets the specifications, is acceptable and the price submitted is the lowest price offered, the contract will be awarded to that Offeror.

RESPONSIBILITY OF OFFERORS Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care;
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State, and.
7. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); and
 - b. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

LOCATION OF WHOLESALE OR RETAIL BUSINESS. Offeror shall maintain an island-based wholesale or retail business at the time of bidding and during the initial and extended (if applicable) contract period with warehouse and inventory operations for supplying the items

awarded on the island Offeror is submitting bid quotes. Award shall not be made to any Offeror not meeting this qualification requirement. Island-based warehouse location, contact person, phone and facsimile numbers, and e-mail address shall be provided on the appropriate Offer Form page.

CERTIFICATION OF INDEPENDENT COST DETERMINATION. By submission of an offer in response to this solicitation, Offeror certifies the following:

1. The costs in response to this solicitation have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in this solicitation have not been knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.

No other attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

NOTICE OF SMALL BUSINESS SET-ASIDE

Pursuant to Hawaii Revised Statutes, Section 103D-906, and Hawaii Administrative Rules, Chapter 3-124-73.1 a determination by the Head of Purchasing Agency that this procurement is suitable for performance by businesses meeting the applicable small business size standard as defined by the "Small Business Size Standard by North American Industry Classification System (NAICS).

NAICS code(s) determined appropriate for this solicitation is 311812 for Commercial Bakeries whose average annual employee size is 500 employees or less.

1. Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
2. General:
 - a. Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be rejected.
 - b. Any award resulting from this solicitation will be made only to a small business concern.

MEANING OF REPRESENTATION BY OFFEROR AND PROTEST AGAINST SMALL BUSINESS STATUS

1. To be eligible for award of this contract as a small business, Offeror must represent in good faith that it is a small business at the time of its written representation. The representation must reflect that Offeror meets the definition of a small business concern as stated in the solicitation.
2. The procurement officer shall accept an Offeror's representation that it is a small business unless another Offeror challenges Offeror's small business representation

to the contracting officer through applicable protest procedures under HAR Chapter 126.

3. Upon receipt of a protest, the Chief Procurement Officer, or designee shall require the Offeror to provide proof of its status as an eligible small business Offeror.
4. If the Chief Procurement Officer or designee determines that the Offeror has misrepresented its status as an eligible small business, the Chief Procurement Officer or designee may disqualify the Offeror from the competition.
5. If the Chief Procurement Officer or designee concludes the misrepresentation was not inadvertent and was intended to unfairly enable the Offeror to compete in a solicitation when it knew or should have known it was not eligible, the Chief Procurement Officer shall initiate debarment action under HAR Chapter 126.
6. Any time after contract award, the procurement officer may question the small business representation of any Offeror and require the Offeror to confirm its represented size status and eligibility for award. If the procurement officer determines the Offeror misrepresented its size status, the procurement officer may terminate the contract for cause and resolicit unless the Chief Procurement Officer or designee determines in writing that contract termination would be detrimental to the interests of the state. The Chief Procurement Officer or designee shall also determine whether to initiate debarment proceedings under HAR Chapter 126 based upon the Offeror's misrepresentation of size status and eligibility.

SMALL BUSINESS PROGRAM REPRESENTATIONS

1. NAICS code(s) determined appropriate for this solicitation is **311812** for **Commercial Bakeries** whose average annual employee size is **500 employees or less**.
2. Offeror hereby affirmatively represents that it is a qualified small business concern eligible for award of the contract under the eligibility criteria above.
3. Offeror further represents that Offeror's average number of employees for the past 12 months and Offeror's annual gross revenue for the preceding fiscal year was as reflected below (Refer to Attachment A – Small Business Program Representation shall be completed and submitted with the Offeror's offer).

LIMITATIONS ON SUBCONTRACTING. By submission of its offer, the Offeror agrees that in performance of the contract in the case of a contract for —

1. Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern
2. Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
3. General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

4. Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

BID PREPARATION

Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the first page of the Offer Form shall be an original signature in ink, which shall be required before an award, if any, can be made.

Hawaii business. A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii.

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

Bid Quotation. Unit bid prices shall be based on "delivery to destination" and include the following pricing inclusions and conditions:

1. Unit prices shall be firm for the term of the contract, including mutually agreed upon extension period;
2. Include all applicable taxes, except the GET, currently 4.5% for all sales made on Oahu, and/or 4% for all sales made on the islands of Hawaii, Maui, Kauai, Molokai and Lanai. The GET may be added to the invoice as a separate line item and shall not exceed the current rate for that island;
3. Include all other costs, including but not limited to freight, transportation, warehousing, packaging, and delivery of the products to destination specified; and
4. Submit prices in terms of the unit shown.

Offeror is advised that unit bid prices are all-inclusive, with the exception of the GET; and that no other charges will be honored, except as specified herein.

Purchasing Card (pCard). Bidder is informed that all agencies of the Executive branch shall use the State's purchasing card (pCard) for all orders totaling less than \$2500. Agencies may continue to issue purchase orders for their transactions with those contract vendors who do not accept the pCard or who assess customers for credit card usage. Agencies have also been instructed to indicate on the purchase order(s) that vendor does not accept the pCard or that vendor assesses a fee for credit card usage.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Vendors are advised that they are liable for the Hawaii GET at the current 4.5% for sales made on Oahu, and the applicable

Use tax at the current 1/2% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Taxpayer Preference. For evaluation purposes, pursuant to Section 103-53.5, HRS, as amended, the price offer submitted by an Offeror not liable for the GET under this solicitation, shall be increased by the current rate of the GET. Under no circumstance shall the dollar amount of the award include the aforementioned adjustments.

Multiple or Alternate Offers. Multiple or Alternate Offers shall not be accepted. An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all Offeror's offers for that line item shall be rejected.

Hawaii General Excise Tax License. Offeror shall submit its current Hawaii GET I.D. number in the space provided on Offer Form, page OF-1, thereby attesting that the Offeror is doing business in the State and that he will pay such taxes on all sales made to the State.

Product and Order Number(s). Offeror shall identify on each respective Offer Form page, the exact product number(s) and/or order number(s) of the products for bid. Failure to do so or the inclusion of remarks such as "as specified" may be sufficient grounds for rejection of bid. If any of the called for elements or product information are missing from the Offeror's offer the State will not be able to determine from the information given whether the product is acceptable or not.

No Offeror will be allowed to alter, change and/or revise the product identification after bid opening. This is to ensure that all offers are submitted under the same conditions with no opportunity for one Offeror to have an advantage over any other Offeror after exposure of offers.

Product Alteration or Modification. If any alteration or modification is made to the product offered, the Offeror shall identify the alteration or modification made to the product on a separately attached sheet. The State reserves the right to determine whether or not the alteration or modification to the product is acceptable and its decision shall be final.

Baking Code and Production Date Information. Offeror shall indicate, on the appropriate Offer Form page, baking code and production date information. This information is required to insure and maintain the freshness of the product prior to consumption.

HAWAII PRODUCTS PREFERENCE

In accordance with ACT 175, SLH 2009, the Hawaii products preference is applicable to this solicitation. Hawaii Products are available for those items noted on the offer form.

The Hawaii products list is available on the SPO webpage at <http://hawaii.gov/spo>, click on 'Procurement of Goods, Services, and Construction-Chapter 103D, HRS'; under 'Procurement' click on 'Preferences', 'Hawaii Products' and select 'Hawaii Products List' to view. See attached Hawaii Products Lists for approved items.

Offeror offering a Hawaii Product (HP) shall identify the HP on the solicitation offer page(s). Any person desiring a Hawaii product preference shall have the product(s) certified and qualified if

not currently on the Hawaii products list, prior to the deadline for receipt of offer(s) specified in the procurement notice and solicitation. *The responsibility for certification and qualification shall rest upon the person requesting the preference.*

Persons desiring to qualify their product(s) not currently on the Hawaii product list shall complete form SPO-38, *Certification for Hawaii Product Preference* (attached) and submit to the Procurement Officer no later than **April 20, 2010**, and provide all additional information required by the Procurement Officer. For each product, one form shall be completed and submitted (i.e. 3 products should have 3 separate forms completed). Form SFO-38 is available on the SPO webpage at <http://hawaii.gov/spo> under the 'Quick/inks' menu; click on 'Forms for Vendors, Contractors, and Service Providers'.

When a solicitation contains both HP and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price offered for a HP item shall be decreased by subtracting 10% for the class I or 15% for the class II HF items offered, respectively. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the price offered, exclusive of the preferences.

Change in Availability of Hawaii product. In the event of any change that materially alters the offeror's ability to supply Hawaii products, the offeror shall immediately notify the procurement officer in writing and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

SUBMISSION OF OFFER

Offeror shall submit the completed offer in a sealed envelope identified with the following information:

- The words, "INVITATION FOR BIDS"
- The Invitation for Bids number
- The title of the Invitation for Bids
- The date and time of bid opening
- Attention: ASO, Purchasing and Contracts

Offers shall be received at the ASO-PC, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by the ASO-PC time stamp clock. Offers received after the deadline shall be returned unopened.

If the Offeror chooses to deliver its offer by United States Postal Service (USPS), please be aware that the USPS does not deliver directly to Room 413. This may cause a delay in receipt by the ASO-PC and the offer may reach the ASO-PC after the deadline, resulting in automatic rejection.

QUANTITIES

Quantities listed herein are estimates for the 12-month period specified. No guarantee to purchase the exact amount is intended or implied. The State reserves the right to purchase larger or smaller

quantities at the prices quoted in this solicitation. For this reason, vendors are cautioned that inventory hardships could arise from stocking materials for the State use only. In the event the estimated requirements do not materialize in the exact quantities listed herein, such failure shall not constitute grounds for equitable adjustment under this contract.

The Contractor may at his option, request approval from the Procurement officer to terminate any line item of the contract when accumulated purchases for the line item exceed 110% of the estimated quantity stated in the bid.

The request to terminate must be in writing to the Procurement Officer and shall include a copy of the Contractor's running record of purchases for the line item, by name of agency, transaction date, and quantity sold. The Procurement Office will determine the termination date within ten (10) days from date of receipt of the request. The Contractor shall honor all orders placed prior to the effective termination date.

AWARD OF CONTRACT

Method of Award. Award, if made, will be on an individual Group Basis to the qualified responsive and responsible Offeror submitting the lowest total sum of unit bid prices for the Group. Offeror shall make an offer on all items within a Group to qualify for award consideration.

The solicitation may be canceled or the offers may be rejected, in whole or in part, when in the best interest of the Department of Public Safety, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules (HAR).

Responsibility of Lowest Responsive Bidder. Reference §3-122-112, HAR, Responsibility of Offerors. If compliance documents have not been submitted to the ASO-PC prior to award, the lowest responsive offeror shall produce documents to the procurement officer to demonstrate compliance with this section within five working days from the date of the request.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the ASO-PC.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/alphalist.html#a>
DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the ASO-PC. However, the tax clearance certificate shall be submitted to the ASO-PC.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the **ASO-PC**. A photocopy of the certificate is acceptable to the ASO-PC.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at <http://hawaii.gov/labor/forms/forms/DCD-LIR27.pdf> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the ASO-PC.

The application for the certificate is the responsibility of the offeror, and must be submitted directly to the DLIR and not to the ASO-PC. However, the certificate shall be submitted to the ASO-PC.

Compliance with Section 103D-310(c)(1) and (2), HRS. Pursuant to section 3-122-112, HAR, the lowest responsive offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the ASO-PC. A photocopy of the certificate is acceptable to the ASO-PC.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at <http://hawaii.gov/dcca/areas/breg/online/>. To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Hawaii Compliance Express. Vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of §103D-310(c), HRS, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new

HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the **ASO-PC** as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" from the Hawaii Public Procurement Code, Chapter 103D, HRS, menu.

CONTRACT EXECUTION

Successful Offeror(s) will receive a Notice of Award by letter, which will be attached to a Department of Public Safety price schedule confirming the Items, which the respective successful Offeror has been awarded. This method of award does not waive compliance with the Specifications, Special Provisions, and GC of the bid.

Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Liability insurance shall be required of the Contractor and, if applicable, to all of Contractor's subcontractors.

No work is to be undertaken by the Contractor prior to the contract commencement date. The State of Hawaii is not liable for any work, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

PRICE ADJUSTMENT

Bid prices quoted shall remain firm for the first six (6) months of this contract. Request for a price adjustment shall be made on the fifth month of this contract. The first request shall be made no later than September 30, 2010. Approved price adjustments shall be made effective on the first day of the following six-month period (November 1, 2010).

Contractor shall submit written request to the Purchasing and Contracts Staff for approval by the Procurement Officer. Requests shall be accompanied with documentation justifying the price adjustment. Documentation shall include, but not limited to, cost pricing data at the time of the bid submittal and cost pricing data for the requested price adjustment. Costs may include cost elements for the manufacturing of the bread or bakery products, in no case shall the costs for overhead or additional profit be considered.

LIABILITY INSURANCE

The Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage:

Coverage	Limits
Commercial General Liability (occurrence form)	\$1,000,000 combined single limit per occurrence for bodily injury and property damage

Each insurance policy required by this contract shall contain the following clauses:

1. "The insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Public Safety, Administrative Services Office – Purchasing and Contracts Section, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814."
2. "The State of Hawaii, Department of Public Safety, is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefor on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

If the Contractor is authorized by the Department Coordinator to subcontract, subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Contractor agrees to require its subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

ORDERING

The State will place orders with the Contractor(s) as supplies are needed during the contract period, and will use either the pCard or purchase order when placing its order(s). The Contractor shall honor all orders received during the contract period and deliver according to the contract terms and within the required delivery time.

DELIVERY

Deliveries by the Contractor shall be made on Mondays, Tuesdays, Wednesdays, Fridays and Saturdays and placed into storerooms and kitchens as requested by purchaser. Should there be any changes in the delivery schedule, it shall be the Contractor's responsibility to notify cafeteria managers or other designated personnel at least seven (7) days prior to the change. All commodities shall arrive at the designated delivery point in satisfactory condition.

Any products, damaged, defective or spoiled, will not be accepted by the ordering agencies and the Contractor shall be responsible for replacing them.

Prior to shipment, the contractor shall contact the appropriate agency to coordinate the delivery arrangements.

INVOICING AND PAYMENT

An original plus one (1) copy to:

Department of Public Safety
Corrections Program Services
919 Ala Moana Blvd. Rm 405
Honolulu, HI 96814;

and one copy sent directly to the ordering facility, for those facilities issuing purchase orders. Contractor shall reference the purchase order number on the invoice.

The invoice shall indicate the price per unit, the quantity delivered, and the calculated price extension. Applicable Hawaii General Excise Tax shall be shown separately and added to the calculated price extension total on the invoice.

HAWAII COMMUNITY CORRECTIONAL CENTER (HCCC)
Hale Nani
3200 Kanoelehua Avenue
Hilo, Hawaii 96720
Attn: Ms. Mary N. Granger, Institutional Food Service Manager
Phone number: (808) 981-5013 / 981-7283

KAUAI COMMUNITY CORRECTIONAL CENTER (KCCC)
5350 Kuhio Highway
Lihue, Hawaii 96766
Attn: Mr. Ron Atendido, Institutional Food Service Manager
Phone number: (808) 241-3054

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

SALES REPORT

Summary sales report shall be submitted to the PSD-ASO indicating the total quantity purchased by the State for each item awarded. Item numbers and item descriptions shall be listed in order as it appears on the IFB. Sales reports are due no later than 30 days after the end of each fiscal quarter (November 1, February 1, May 1, August 1), and shall be sent to the following addresses:

Department of Public Safety
Administrative Services Office
919 Ala Moana Boulevard, Room 413
Honolulu, HI 96814

Attn: Purchasing & Contracts

The State reserves the right to audit these reports for accuracy.

QUALITY OF PRODUCT

Products furnished under these provisions and specifications shall be fresh and of the best quality of its respective kind. It shall be free from defects which may render it unfit for consumption. Damaged or rejected items shall be immediately replaced with items of the quality required by these specifications.

Failure to replace any unacceptable item shall not relieve the Contractor from the responsibility imposed upon him by the contract.

No payment, whether partial or final, shall be construed to be an acceptance of unacceptable supplies.

The State may, at any time, by written order, stop delivery of products not conforming to these specifications. Such stop order shall not relieve the Contractor of his obligation to complete his contract within the contract time limits, nor shall it in any way terminate, cancel or abrogate the contract or any part thereof.

RE-EXECUTION OF WORK

Contractor shall re-execute any work that fails to conform to contract requirements and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State, upon request in writing by the Contract Administrator.

LIQUIDATED DAMAGES

Liquidated damages is fixed at the sum of TWENTY-FIVE DOLLARS (\$25.00) per scheduled calendar day for each and every day the Contractor fails to perform in whole or in part any of his obligations specified herein. Liquidated damages may be deducted from any payments due or to become due to the Contractor. Exceptions will be granted only for problems beyond the control of the Contractor.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses, or neglects to perform the services in accordance with the requirements of these Special Provisions, the Specifications, and General Conditions herein, in addition to the recourse stated in Section 13 of the General Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

FAILURE TO DELIVER

Contractor shall be obliged to deliver products awarded in accordance with the terms and conditions stated herein. If a Contractor is unable to deliver products under contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the contract price quoted. It shall be the Contractor's responsibility to obtain such substitute. In the event a Contractor consistently needs to substitute or refuse to substitute products, the Procurement Officer reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-126, Legal and Contractual Remedies, HAR.

VENDOR AND PRODUCT EVALUATION

The **Vendor and Product Evaluation** form, SPO-12, revised 9/30/05, is made available to the user agencies for the purpose of addressing their concerns on the price list resulting from this solicitation.

Product Evaluation. Upon receipt by the SPO, Contractor shall be sent a copy of the complaint(s) regarding product quality. Contractor shall follow up the complaint(s) with the manufacturer and respond to the SPO as to what remedies have or will be taken to correct the problem. If product quality is not corrected and the complaint(s) persist, steps will be taken to delete product from the price list.

Vendor Evaluation. In the event of a complaint regarding a Contractor's service (i.e. delivery delays, numerous backorders, failure to correct defective product deliveries, etc.), Contractor shall be sent a copy of the complaint(s). Contractor shall meet with or contact the agency that issued the complaint at the agency's place of business to resolve the problem. This shall take place within one (1) week of notification. Contractor shall contact and inform the SPO specialist as to the corrective measures taken to resolve the complaint.

Should the Contractor consistently receives complaints for poor service or refuses to resolve the complaints, the Procurement Officer reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-126, HAR, Legal and Contractual Remedies.

The resolving of complaints pursuant to product and vendor evaluation notifications shall be done at no additional charge to the State.

RECORDS RETENTION

The Contractor and any subcontractor(s) shall maintain the books and records that relate to the contract and any cost or pricing data for three (3) years from the date of final payment under the contract.

PROTEST

Pursuant to HRS § 103D-701, an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer, Department of Public Safety, 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814.

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted on the Procurement Reporting System on the SPO website:

<http://www.hawaii.gov/spo>

Click on to "Awards" link.

Click on to "Contracts for Goods, Services and Construction"

Click on to "Search"

Select method of solicitation from Method drop down box.

Select "Public Safety" from Department drop down box.
Review descriptions and select "Contract/PO No." link to view award information.

CERTIFICATION OF COMPLIANCE FOR FINAL PAYMENT
(Reference §3-122-112, HAR)

Reference: _____
(Contract Number)

IFB No. : PSD 10-CPS/FS-29
(IFB/RFP Number)

_____ affirms it is in
(Company Name)
compliance with all laws, as applicable, governing doing business in the State of Hawaii to
include the following:

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker's Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

maintains a "Certificate of Good Standing" from the Department of Commerce and Consumer Affairs, Business Registration Division.

Moreover, _____
(Company Name)
acknowledges that making a false statement shall cause its suspension and may cause its
debarment from future awards of contracts.

Signature: _____

Print Name: _____

Title: _____

Date: _____

SMALL BUSINESS PROGRAM REPRESENTATION

NAICS code(s) determined appropriate for this solicitation is **311812** for **Commercial Bakeries** whose average annual employee size is **500 employees or less**.

The Offeror hereby affirmatively represents that it is a qualified small business concern eligible for award of the contract under the eligibility criteria above.

The Offeror further represents that the Offeror's average number of employees for the past twelve (12) months and the Offeror's annual gross revenue for the preceding fiscal year was reflected below. (Offeror must check and initial one blank in each column):

NUMBER OF EMPLOYEES	AVERAGE ANNUAL GROSS REVENUES
<input type="checkbox"/> 15 or fewer	<input type="checkbox"/> \$500,000 or less
<input type="checkbox"/> 16 to 50	<input type="checkbox"/> \$500,001 to \$1,000,000
<input type="checkbox"/> 51 to 100	<input type="checkbox"/> \$1,000,001 to \$2,000,000
<input type="checkbox"/> 101 to 250	<input type="checkbox"/> \$2,000,001 to \$3,500,000
<input type="checkbox"/> 251 to 500	<input type="checkbox"/> \$3,500,001 to \$5,000,000
<input type="checkbox"/> 501 to 750	<input type="checkbox"/> \$5,000,001 to \$10,000,000
<input type="checkbox"/> 751 to 1,000	<input type="checkbox"/> \$10,000,001 to \$17,000,000
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17,000,000.

Offeror represents in good faith that it is a small business at the time of this Contract and that it meets the definition of a "small business concern" as defined herein.

OFFEROR

By: _____

Title: _____

Date: _____



STATE OF HAWAII
STATE PROCUREMENT OFFICE

CERTIFICATION FOR HAWAII PRODUCT PREFERENCE

1. Legal Name of the company whose product is mined, excavated, produced, manufactured, raised or grown in the state of Hawaii

Requester:

2. dba:

3. Hawaii General Excise Tax Number:

4. Business Address

5. Email Address

6. Contact Person

7. Phone Number:

Submit one (1) form for each product.

8. Specify and provide details of the product for which preference is claimed (ie: Milk, white, 2% low fat, 1 gallon, four (4) to a case etc.):

9. Quality Standards met by product (ie. California Milk Standards, ASTM/AHSTO, USDA, etc.) :

10. Product available on: ☐ Oahu ☐ Maui ☐ Hawaii ☐ Lanai ☐ Kauai ☐ Molokai

11. Product is certified an agricultural, aquacultural, horticultural, silvicultural, floricultural, or livestock product raised, grown, or harvested in the state of Hawaii.

☐ Yes or ☐ No If yes, skip to number 14.

12	Definition: "Hawaii Input" is the part of the product cost attributable to production, manufacturing, or other expenses arising within the State of Hawaii. Fill in every line in column s A, B, & C	A Hawaii Input	B Non- Hawaii input	C Total A + B
a	Cost of direct materials to mine, excavate, produce, manufacture, raise, or grow the materials in the State of Hawaii.	\$_____ per unit	\$_____ per unit	\$_____ per unit
b	Cost of imported materials incurred after landing in the state of Hawaii, including but not limited to other articles, materials, and supplies, added to the imported materials.	\$_____ per unit	\$_____ per unit	\$_____ per unit
c	Cost of labor, variable overhead, utilities, and services, incurred in the production and manufacturing of materials or products in the State of Hawaii	\$_____ per unit	\$_____ per unit	\$_____ per unit
d	Fixed overhead cost and amortization or depreciation cost, if any, for buildings, tools, and equipment situated and located in the State of Hawaii used in the production or manufacturing of a product.	\$_____ per unit	\$_____ per unit	\$_____ per unit
e	Totals	\$_____ per unit (Add Column A)	\$_____ per unit (Add Column B)	\$_____ per unit (Add Column C)

13. Percent of Hawaii Input _____ % (12e. Column A Total + Column C Total)

14. Failure to adequately verify, deliver, or supply Hawaii products. A procurement officer who has awarded a contract finds the contractor has failed to comply with HRS §103D-1002, the contract shall be cancelled and the findings shall be referred for debarment or suspension proceedings under HRS §103D-702. Any purchase made or any contract awarded or executed in violation of this section shall be void and no payment shall be made by any purchasing agency. If debarred, the person or company shall be prohibited from bidding on any state or county government solicitations for up to three (3) years.

Should the procurement officer receiving a protest challenging the validity of the classification of a Hawaii product request an audit of the information of the proper classification of the product as defined under HRS §103D-1002, the cost of the audit shall be paid for by the requester.

In the event of any change that materially alters the offeror's ability to supply the certified Hawaii products, the offeror shall immediately notify the chief procurement officer in writing and the parties shall enter into discussions for the purposes of revising the contract or terminating the contract for convenience.

Information submitted is CONFIDENTIAL or PROPRIETARY DATA, and the procurement officer shall not disclose this form, pursuant to HRS §92F-13(3).

I certify, under penalties set forth in HRS §103D-1002, that the information provided herein has been examined by me and to the best of my knowledge and belief is true, correct, complete, and made in good faith pursuant to HRS §103D-101.

Signature of Authorized Representative: _____

Date: _____

Print Name of Authorized Representative: _____

Title: _____

GOVERNMENT USE ONLY

☐ APPROVED ☐ DISAPPROVED

Procurement Officer Signature

Government Agency

Print Name

Date